

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		Page <b>1</b> of <b>57</b> Pages		
2. AMENDMENT/MODIFICATION NO. <b>001</b>		3. EFFECTIVE DATE <b>May 17, 2001</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470</b>		CODE <b>LC-3110</b> <b><a href="http://www.lc.usbr.gov/~g3100/">www.lc.usbr.gov/~g3100/</a></b>		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP code)				(X)		9A. AMENDMENT OF SOLICITATION NO. <b>01-SP-34-0048</b>	
				X		9B. DATED (SEE ITEM 11) <b>May 8, 2001</b>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, ☒ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers  
**FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor [ ] is not [ ] is required to sign and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

**Project Title:** Operation and Maintenance of YDP, Yuma Area Office, Yuma, Arizona.

**Purpose of Amendment:** The purpose of this amendment is to (1) make various changes to the clauses and provisions; (2) change the time for the site visit; (3) add additional language to Attachment No. 1; and (4) make revisions to the statement of work under Attachment 4.

**Receipt of Offers:** The date and time for receipt of quotes remains June 15, 2001, no later than 4 p.m., local time, at the Bureau of Reclamation, Lower Colorado Regional Office, Boulder City, Nevada (see block 9 of the "Solicitation/Offer/Award," Standard Form 33).

**Acknowledgment:** See block 11 above regarding how to acknowledge this amendment. The acknowledgment must be received at the place designated for receipt of offers (see block 9 of the "Solicitation/Offer/Award," Standard Form 33).

**Modification to Offer:** See block 11 above if you have submitted your offer and now desire to modify it or withdraw it.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

Site Visit: The date and place for the organized site visit remains May 23, 2001 at the Yuma Desalting Plant in Yuma, Arizona. The time has changed from 9 a.m to 8 a.m.

Description of the Changes All changes indicated below are identified in the replacement pages by bold or strikeout text and a wide vertical line in the left margin.

1. Table of Contents - The table of contents is revised to reflect changes to the clauses and provisions made by this amendment.

2. Section A - The SF-33 is revised to reflect the following changes:

- a. All offers are to be sent to the Lower Colorado Regional Office instead of the Yuma Area Office (see items 8 and 9).
- b. Keith Cole is now the contact person for this acquisition (see Item 10).
- c. The page numbers under Item 11 have been revised.

3. Sections B through M - Sections B through M are revised to reflect the following changes:

- a. Addition of required clauses and/or provisions;
- b. Deletion of inapplicable clauses and/or provisions; and
- c. Incorporating some clauses/provisions by reference that were originally included in full text and vice versa.

4. Attachment 1 - Attachment 1 is revised to include language regarding remedies for services required under the contract other than those mentioned in Attachment 3.

5. Attachment 4 - Attachment 4, the statement of work, is revised to add additional language to clarify certain paragraphs in the statement of work.

***Instructions:***

***Remove***

Table of Contents (2 pages)  
Section A - SF-33  
Sections B, C, E, F, G, H, I, J, K, L  
and M  
Attachment 1 in its entirety (6 pages)  
Attachment 4 (pages 9, 15, 20 and  
22 thru 24)

***Replace with Revised***

Table of Contents, pages 1 thru 5  
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Sections B, C, E, F, G, H, I, J, K, L  
and M  
Attachment 1  
Attachment 4 (pages 9, 15, 20 and  
22 thru 24)

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<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 6 43	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER <b>01-SP-34-0048</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>05/08/01</b>		6. REQUISITION/PURCHASE NUMBER 01340610004	
7. ISSUED BY <b>Bureau of Reclamation Yuma Area Office 7301 Calle Agua Salada Yuma AZ 85364</b>				CODE YAO-3120		8. ADDRESS OFFER TO (If other than Item 7) <b>If Offer Express Mailed, Deliver To:      If Offer Hand-Carried See Item 9 Bureau of Reclamation, Lower Colorado Regional Office 400 Railroad Avenue Boulder City NV 89005</b>			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and (See provision 1452.215-81) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if HAND CARRIED, in the depository located in <b>Room AA-104, Nevada Hwy and Park Street, Boulder City, Nevada 89005</b> until <b>4 p.m.</b> local time <b>June 15, 2001</b> .									
CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME <b>Keith A. Cole</b>			B. TELEPHONE (NO COLLECT CALLS) AREA CODE <b>702</b>			C. E-MAIL ADDRESS <b>kcole@lc.usbr.gov</b>	
					NUMBER <b>293-8087</b>			EXT.	
11. TABLE OF CONTENTS									
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<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
AREA CODE	NUMBER								
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	
24. ADMINISTERED BY (If other than Item 7)			CODE	YAO-3100		25. PAYMENT WILL BE MADE BY		CODE	D-7734
<b>Bureau of Reclamation Yuma Area Office 7301 Calle Agua Salada Yuma, AZ 85364</b>					<b>Bureau of Reclamation, Reclamation Service Center Finance and Accounting Services P.O. Box 25508 Denver, CO 80225-0508</b>				
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									
<div style="display: flex; justify-content: space-between;"> <span>AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable</span> <span>STANDARD FORM 33 (REV. 9-97) Prescribed by GSA - FAR 48 CFR 53.214(c)</span> </div>									



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## SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 1452.214-908 THE REQUIREMENTS

NOVEMBER 1996

(a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.

% (b) **Offerors** are cautioned to carefully review the proposal submission requirements contained in Section L. Failure  
% to comply with these requirements may result in a **lower evaluation of the proposal. It is the intent of the**  
% **Government to make award without discussions so it is important that all offerors submit their best effort**  
% **proposal in the initial request.**

% (c) **Offerors are cautioned to complete all items in all schedules listed in paragraph B.2 below. Initial offers that**  
% **do not include pricing for all items in all the schedules prevent the Government from performing a meaningful**  
% **evaluation of their price proposal. This deficiency could result in the offer being excluded from contract award**  
% **or the competitive range if it is determined necessary to conduct negotiations.**

B.2 THE SCHEDULE

LINE ITEM NO.	DESCRIPTION	DELIVERY DATE (START DATE TO END DATE)	QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL COST
0001	<b>BASE YEAR - O&amp;M SERVICES FOR YUMA AREA OFFICE, YUMA DESALTING PLANT, YUMA ARIZONA - PER ATTACHED STATEMENT OF WORK.</b>	<b>10/01/2001</b> 10/01/2001 TO 09/30/2002	12	MO	\$_____	\$_____
0002	<b>OPTION YEAR 1 - O&amp;M SERVICES FOR YUMA AREA OFFICE, YUMA DESALTING PLANT, YUMA ARIZONA - SAME AS CLIN 0001</b>	<b>10/01/2002</b> 10/01/2002 TO 09/30/2003	12	MO	\$_____	\$_____ <b>OPTION PERIOD</b>
0003	<b>OPTION YEAR 2 - O&amp;M SERVICES FOR YUMA AREA OFFICE, YUMA DESALTING PLANT, YUMA ARIZONA - SAME AS CLIN 0001</b>	<b>10/01/2003</b> 10/01/2003 TO 09/30/2004	12	MO	\$_____	\$_____ <b>OPTION PERIOD</b>

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LINE ITEM No.	DESCRIPTION	DELIVERY DATE (START DATE TO END DATE)	QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL COST
0004	<b>OPTION YEAR 3 -</b> O&M SERVICES FOR YUMA AREA OFFICE, YUMA DESALTING PLANT, YUMA ARIZONA - SAME AS CLIN 0001	<b>10/01/2004</b> 10/01/2004 TO 09/30/2005	12	MO	\$_____	\$_____ <b>OPTION PERIOD</b>
0005	<b>OPTION YEAR 4 -</b> O&M SERVICES FOR YUMA AREA OFFICE, YUMA DESALTING PLANT, YUMA ARIZONA - SAME AS CLIN 0001	<b>10/01/2005</b> 10/01/2005 TO 09/30/2006	12	MO	\$_____	\$_____ <b>OPTION PERIOD</b>

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 1452.210-902 STATEMENT OF WORK/SPECIFICATIONS/WORK STATEMENT JUNE 1998

The Contractor shall furnish the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to perform the requirements specified in the Statement of Work/Specifications/Work  
% Statement contained in Attachment No. 4 and **meet all other terms and conditions** of this solicitation/ contract.

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## SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- % 1. Federal Acquisition Regulations - <http://www.arnet.gov/far/>
- % 2. Bureau of Reclamation - <http://www.usbr.gov/aamsden/rar.html>

The following clauses are hereby incorporated by reference:

Clause	Title	Date
52.246-02	Inspection Of Supplies--Fixed Price	August 1996
52.246-04	Inspection Of Services--Fixed Price	August 1996
52.246-16	Responsibility for Supplies	April 1984

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## SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- % **1. Federal Acquisition Regulations - <http://www.arnet.gov/far/>**  
 % **2. Bureau of Reclamation - <http://www.usbr.gov/aamsden/rar.html>**

The following clauses are hereby incorporated by reference:

Clause	Title	Date
1452.219-80	Distribution of Summary Subcontracting Reports – Bureau of Reclamation	April 1998
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984

F.2 1452.212-903 PERFORMANCE PERIOD - BASE CONTRACT AND OPTIONS AUGUST 1998

% The anticipated overall contract performance period for this contract is **a base year and four option years which**  
 % **will** consist of the following time periods:

% (a) Performance period for the base contract will be for 1 year (365 calendar days) **commencing on**  
 % **October 1, 2001 and completing on September 30, 2002.**

% (b) If Option 1 is exercised, the performance period for Schedule 2, Option Year 1, **will extend the**  
 % **contract performance period for 1 year (365 days) commencing on October 1, 2002 and completing on**  
 % **September 30, 2003.**

% (c) If Option 2 is exercised, the performance period for Schedule 3, Option Year 2, **will extend the**  
 % **contract performance period for 1 year (366 days) commencing on October 1, 2003 and completing on**  
 % **September 30, 2004.**

% (d) If Option 3 is exercised, the performance period for Schedule 4, Option Year 3, **will extend the**  
 % **contract performance period for 1 year (365 days) commencing on October 1, 2004 and completing on**  
 % **September 30, 2005.**

% (e) If Option 4 is exercised, the performance period for Schedule 5, Option Year 4, **will extend the**  
 % **contract performance period for 1 year (365 days) commencing on October 1, 2005 and completing on**  
 % **September 30, 2006.**

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## SECTION G -- CONTRACT ADMINISTRATION DATA

G.1      1452.242-80      POSTAWARD CONFERENCE      JULY 1993

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at the Yuma Area Office, 7301 Calle Agua Salada, Yuma, Arizona 85364.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

G.2      1452.242-900      GOVERNMENT ADMINISTRATION PERSONNEL      NOVEMBER 1996

The contracting office representative responsible for overall administration of this contract is:

Contracting Officer (YAO-3120)  
Bureau of Reclamation  
7301 Calle Agua Salada  
Yuma, Arizona 85364  
Telephone No.: 520-343-8138  
Faxogram No. 520-343-8568

G.3      1452.242-901      CONTRACTOR'S ADMINISTRATION PERSONNEL      NOVEMBER 1996

The designated contractor official who will be in charge of overall administration of this contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Faxogram No.: \_\_\_\_\_

G.4      1452.242-902      CONTRACTOR'S PAYMENT PERSONNEL      NOVEMBER 1996

The designated Contractor official who may be contacted for bank account and/or payment information is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Faxogram No.: \_\_\_\_\_

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**SECTION H -- SPECIAL CONTRACT REQUIREMENTS****H.1 1452.215-902 KEY PERSONNEL AND FACILITIES****NOVEMBER 1996**

(a) The personnel as specified below are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer. However, the Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by the clause. The personnel and/or facilities as specified below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel as appropriate.

(b) Key Personnel--

TitleName (to be inserted at time of award)

Contract Manager

Laboratory Supervisor

Maintenance Supervisor

Engineering Supervisor

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## SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- % **1. Federal Acquisition Regulations - <http://www.arnet.gov/far/>**  
 % **2. Bureau of Reclamation - <http://www.usbr.gov/aamsden/rar.html>**

The following clauses are hereby incorporated by reference:

Clause	Title	Date
% <b>1452.201-80</b>	<b>Authorities and Limitations--Bureau of Reclamation</b>	<b>July 1993</b>
% <b>52.202-01 Alt 1</b>	<b>Definitions Alternate I</b>	<b>May 2001</b>
% 52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	October 1997
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	January 1999
52.219.08	Utilization of Small Business Concerns	October 2000
% <b>52.219.09 Alt 2</b>	<b>Small Business Subcontracting Plan Alternate II</b>	<b>October 2000</b>
% 52.219-16	Liquidated Damages -- Subcontracting Plan	January 1999
52.222-03	Convict Labor	August 1996
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	February 1999
52.222-35	Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era	April 1998
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports On Disabled Veterans and Veterans of the Vietnam Era	January 1999
% <b>52.222-41</b>	<b>Service Contract Act of 1965, As Amended</b>	<b>May 1989</b>



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	52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
%	<b>52.223-03 Alt 1</b>	<b>Hazardous Material Identification and Material Safety Data Alternate I</b>	<b>January 1997</b>
%	52.223-05	Pollution Prevention and Right-to-Know Information	April 1998
	52.223-06	Drug Free Workplace	May 2001
	52.223-10	Waste Reduction Program.	August 2000
	52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
%	52.223-14	Toxic Chemical Release Reporting	October 2000
%	<b>1452.223-80</b>	<b>Asbestos-Free Warranty--Bureau of Reclamation</b>	<b>October 1992</b>
%	<b>1452.223-82</b>	<b>Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace--Bureau of Reclamation</b>	<b>October 1998</b>
%	52.224-01	Privacy Act Notification	April 1984
	52.224-02	Privacy Act	April 1984
%	52.225-13	<b>Restrictions on Certain Foreign Purchases</b>	<b>July 2000</b>
	52.227-01	Authorization and Consent	July 1995
%	<b>52.228-05</b>	<b>Insurance--Work on a Government Installation</b>	<b>January 1997</b>
	52.229-03	Federal, State And Local Taxes	January 1991
	52.229-05	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	April 1984
	52.232-01	Payments	April 1984
	52.232-08	Discounts For Prompt Payment	May 1997
	52.232-11	Extras	April 1984
	52.232-17	Interest	June 1996
	52.232-18	Availability Of Funds	April 1984
	52.232-23	Assignment Of Claims	January 1986
	52.232-25	Prompt Payment	June 1997
	52.233-01 Alt I	Disputes Alternate I	December 1991
	52.233-03	Protest After Award	August 1996
	52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
%	<b>52.237-03</b>	<b>Continuity of Services</b>	<b>January 1991</b>
%	52.242-10	F.O.B. Origin--Government Bills Of Lading Or Prepaid Postage	April 1984
	52.242-11	F.O.B. Origin--Government Bills Of Lading Or Indicia Mail	February 1993
	52.242-12	Report of Shipment (REPSHIP)	July 1995
	52.242-13	Bankruptcy	July 1995
	52.243-01 Alt II	Changes--Fixed-Price Alternate II	April 1984
%	<b>1452.243-80</b>	<b>Modification Proposals--Bureau of Reclamation</b>	<b>February 2000</b>
%	<b>52.244-02</b>	<b>Subcontracts</b>	<b>August 1998</b>
	52.244-05	Competition In Subcontracting	December 1996
	52.245-01	Property Records	April 1984
	52.245-02	Government Property (Fixed Price Contracts)	December 1989
	52.245-19	Government Property Furnished "As Is"	April 1984
	52.246-25	Limitation of Liability--Services	February 1997
	52.247-01	Commercial Bill Of Lading Notations	April 1984
	52.247-63	Preference For U.S.-Flag Air Carriers	January 1997
%	52.248-01	Value Engineering	<b>February 2000</b>
%	<b>52.249-02</b>	<b>Termination for Convenience of the Government (Fixed-Price)</b>	<b>September 1996</b>

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52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.251-01	Government Supply Sources	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2      1452.203-70      RESTRICTION ON ENDORSEMENTS--DEPARTMENT OF THE INTERIOR      JULY 1996

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

I.3      1452.214-910      ORDER OF PRECEDENCE--DRAWINGS      NOVEMBER 1996

(a) For the purposes of Order of Precedence, any drawings included with this solicitation shall be considered to supplement the specifications regardless of where they may appear. Any inconsistency between the drawings and the specifications shall be resolved by giving precedence to the specifications.

(b) Anything shown on the drawings and not mentioned in the specifications or called for in the specifications and not shown on the drawings, shall be furnished the same as if it were called for or shown in both.

I.4      1452.223-900      SAFETY DATA SUBMITTAL REQUIREMENTS      NOVEMBER 1996

(a) Within 20 calendar days from the date it receives notice of award, the Contractor shall submit the following safety data to the Contracting Officer:

(1) The Contractor's current overall Experience Modification Rate (EMR) for Workers' Compensation Insurance applicable to the type of work to be performed under the contract (e.g., tunneling, concrete dams, canals) and to the State in which the work is to be performed. In any instance where the State establishes mandatory Workers' Compensation Insurance rates that are applicable to work to be performed under the contract within that State, those rates shall be submitted in lieu of the Contractor's current overall EMR;

(2) A copy of each Log and Summary of Occupational Injuries and Illnesses (Department of Labor Form OSHA-200), or its equivalent, completed by the Contractor during the 3 calendar years immediately preceding the calendar year in which it receives notice of award; and

(3) The Contractor's death and lost workday severity incidence rate for each of the 3 calendar years immediately preceding the calendar year in which it receives notice of award.

(b) The Contractor shall report any change in its overall EMR for Workers' Compensation Insurance (or to the mandatory State Workers' Compensation Insurance rates, where applicable) to the Contracting Officer within 15 calendar days from the date it receives notice of such change from its insurance carrier or the State Workers' Compensation Fund.

(c) The Contractor shall complete a Department of Labor Form OSHA-200, or its equivalent, for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

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(d) The Contractor shall calculate its death and lost workday severity incidence rate for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

I.5      1452.223-901      SAFETY AND HEALTH (SUPPLY/SERVICE CONTRACTS)      NOVEMBER 1996

(a) The Contractor shall not require any employee in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) The Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) manual and amendments or revisions thereto in effect on the date of the solicitation.

(c) (1) The safety and health standards and regulations may be obtained from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.

%      (2) **The Contractor may order the RSHS manual as referenced in subparagraph (b) above from: The**  
 % **Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC -**  
 % **Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3). The Contractor may also download**  
 % **the electronic version of the RSHS manual at no charge from the Lower Colorado Region's web site at:**  
 % **www.lc.usbr.gov/~g3100/pdf/rshs.pdf.**

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 2 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.

(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS manual and revisions thereto.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirements shall prevail.

I.6      1452.228-70      LIABILITY INSURANCE      JULY 1996

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY  
\$100,000

GENERAL LIABILITY  
\$500,000 per occurrence

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**AUTOMOBILE LIABILITY**

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

**I.7 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT****MARCH 2000**

% (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days **prior**  
% **to expiration of the contract**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or 5 years.

**I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES****MAY 1989**

In compliance with the Service Contract Act of 1965, as amended, and the regulations the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

<u>Employee Class</u>	<u>Monetary wage--Fringe benefits</u>	<u>Employee Class</u>	<u>Monetary wage--Fringe benefits</u>
Contract Manager	\$26.35	Process Engineer	\$22.16
General Engineer	\$22.16	Systems Analyst	\$15.28
Chemist	\$18.49	Office Manager	\$11.24
Maintenance Supervisor	\$26.15	Operations Supervisor	\$26.15
Secretary	\$9.01	Key Operator	\$9.01
OA, Safety, PM Tech	\$11.41	Engineering Technician	\$12.49
Laboratory Technician	\$9.17	Preventive Maint Tech	\$18.49
Librarian	\$10.08	Planner/Scheduler	\$22.53
Instrumentation Foreman	\$21.25	Electronics Mechanic	\$20.57
Electronics Worker	\$12.86	Electrical Foreman	\$21.02
Electrician	\$20.26	Electrician Helper	\$12.86
Mechanical Foreman	\$21.25	Mechanic	\$19.55
Welder	\$17.59	HVAC Mechanic	\$19.55
Pipefitter	\$15.62	Millwright	\$20.26
Helper, MT	\$12.86	Laborer	\$10.34
Shift Supervisor	\$20.34	Control Room Operator	\$14.22
Water Treatment Plant Operator	\$13.88		

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I.9 52.223-07

NOTICE OF RADIOACTIVE MATERIALS

JANUARY 1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 14 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

**% I.10 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN MAY 1999**  
**% CENTRAL CONTRACTOR REGISTRATION**

**% (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic**  
**% funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term**  
**% “EFT” refers to the funds transfer and may also include the payment information transfer.**

**% (2) In the event the Government is unable to release one or more payments by EFT, the Contractor**  
**% agrees to either—**

**% (i) Accept payment by check or some other mutually agreeable method of payment; or**

**% (ii) Request the Government to extend payment due dates until such time as the Government makes**  
**% payment by EFT (but see paragraph (d) of this clause).**

**% (b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the**  
**% Government with the information required to make payment by EFT (see paragraph (j) of this clause). The**  
**% Contractor shall provide this information directly to the office designated in this contract to receive that**

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% information (hereafter: “designated office”) by no later than 15 days prior to submission of the first request  
 % for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt  
 % of the Contractor's EFT information. If more than one designated office is named for the contract, the  
 % Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the  
 % Contractor shall be responsible for providing the updated information to the designated office(s).

%  
 % (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall  
 % specifically state the applicability of this EFT information in terms acceptable to the designated office.  
 % However, EFT information supplied to a designated office shall be applicable only to contracts that identify  
 % that designated office as the office to receive EFT information for that contract.

%  
 % (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the  
 % Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House  
 % Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are  
 % contained in 31 CFR part 210.

%  
 % (d) Suspension of payment. (1) The Government is not required to make any payment under this contract  
 % until after receipt, by the designated office, of the correct EFT payment information from the Contractor.  
 % Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not  
 % to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms  
 % of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

%  
 % (2) If the EFT information changes after submission of correct EFT information, the Government shall  
 % begin using the changed EFT information no later than 30 days after its receipt by the designated office to  
 % the extent payment is made by EFT. However, the Contractor may request that no further payments be  
 % made until the updated EFT information is implemented by the payment office. If such suspension would  
 % result in a late payment under the prompt payment terms of this contract, the Contractor's request for  
 % suspension shall extend the due date for payment by the number of days of the suspension.

%  
 % (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs  
 % because the Government used the Contractor's EFT information incorrectly, the Government remains  
 % responsible for—

- %  
 % (i) Making a correct payment;  
 % (ii) Paying any prompt payment penalty due; and  
 % (iii) Recovering any erroneously directed funds.

%  
 % (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was  
 % incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction  
 % to the Federal Reserve System, and—

- %  
 % (i) If the funds are no longer under the control of the payment office, the Government is deemed to  
 % have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or  
 %  
 % (ii) If the funds remain under the control of the payment office, the Government shall not make  
 % payment and the provisions of paragraph (d) shall apply.

%  
 % (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in  
 % accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction  
 % released to the Federal Reserve System, the date specified for settlement of the payment is on or before the

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% prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

%

% (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

%

% (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

%

% (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

%

% (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

%

% (1) The contract number (or other procurement identification number).

%

% (2) The Contractor's name and remittance address, as stated in the contract(s).

%

% (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

%

% (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

%

% (5) The Contractor's account number and the type of account (checking, saving, or lockbox).

%

% (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

%

% (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

%

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%

% I.11 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS & COMMERCIAL COMPONENTS

**MAY 2001**

(a) Definitions. As used in this clause--

“Commercial item” has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-18 Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246);

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 2000) (29 U.S.C. 793); and

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

% I.12 52.246-20 WARRANTY OF SERVICES

**May 2001**

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming service, or (2) that the Government does not require correction or reperformance.



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(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

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## SECTION J -- LIST OF ATTACHMENTS

J.1 WBR 1452.215-904 APPLICABILITY OF DOCUMENTS--BUREAU OF NOVEMBER 1996  
RECLAMATION--LOWER COLORADO REGION

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

J.2 WBR 1452.215-905 LIST OF CONTRACT DOCUMENTS--BUREAU OF NOVEMBER 1996  
RECLAMATION--LOWER COLORADO REGION

Attachment No.	Title	No. of Pages
1.	Performance Requirements Summary	6
2.	Quality Assurance Surveillance Plan	5
3.	Drawing No. 1292-303-5349, 1292-303-5401, 1292-300-890, and 1292-300-891	4
4.	Statement of Work	32
5.	Department of Labor, Wage Determination No. 1994-2027, Revision 14 Dated 2/1/2001	9

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**SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 1998**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

- % **1. Federal Acquisition Regulations - <http://www.arnet.gov/far/>**  
 % **2. Bureau of Reclamation - <http://www.usbr.gov/aamsden/rar.html>**

% The following **provisions** are hereby incorporated by reference:

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	April 1991
52.204-05	Women-Owned Business (Other than Small Business)	May 1999

**K.2 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APRIL 1985**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-03 TAXPAYER IDENTIFICATION

OCTOBER 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

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(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

% K.4 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED **APRIL 2001**  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

~~(B) Have ☐ have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; [This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below. ]~~

~~(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and [This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]~~

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) **[This paragraph (a)(1)(ii) is stayed indefinitely.]** ~~The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—~~

~~\_\_\_\_\_ (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or~~

~~\_\_\_\_\_ (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or~~

~~\_\_\_\_\_ (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.~~

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~~(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and~~

(iii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

% K.5 52.219-01 Alt I SMALL BUSINESS PROGRAM REPRESENTATIONS ALTERNATE **MARCH 2001**  
I

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$5.0 million average annual receipts for an offeror's preceding 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, as part of its offer that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, it is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**% K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999**

%

% **The offeror represents that--**

%

% **(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;**

%

% **(b) It [ ] has, [ ] has not, filed all required compliance reports; and**

%

% **(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.**

**K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE**

**APRIL 1984**

The offeror represents that (a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.



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% K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCTOBER 2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

% [ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) **major groups**  
% 20 through 39 **or their corresponding North American Industry Classification System (NAICS)**  
% **sectors 31 through 33; or**

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE February 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

- % 1. Federal Acquisition Regulations - <http://www.arnet.gov/far/>
- % 2. Bureau of Reclamation - <http://www.usbr.gov/aamsden/rar.html>

% The following **provisions** are hereby incorporated by reference:

	Clause	Title	Date
%	52.204-06	Data Universal Number System (DUNS) Number	June 1999
%	1452.211-80	Notice of Intent to Acquire Metric Products and Services--Bureau of Reclamation	March 1993
%	52.215-01	Instructions to Offerors--Competitive Acquisition	May 2001
%	1452.215-80	Source Evaluation and Selection Procedures--Bureau of Reclamation	September 2000
%	1452.233-80	Agency Procurement Protest--Bureau of Reclamation	September 1997
%	52.237-01	Site Visit	April 1984

L.2 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION APRIL 1984

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror

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as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

L.3 1452.215-81 GENERAL PROPOSAL INSTRUCTIONS

JANUARY 1998

In addition to the requirements of the *Instructions to Offerors - Competitive Acquisitions* provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

(a) *General contents.* Each proposal shall:

- (1) Be specific and complete in every detail;
- (2) Conform to all solicitation provisions, clauses, or other requirements;
- (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and
- (4) Contain appropriately numbered pages of each volume or part.

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(b) *Arrangement of Proposal.* The proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of copies for each volume are shown below:

<u>Volume</u>	<u>Title</u>	<u>Copies Required</u>
I	Representations, Certifications, and Other Statements of Offerors	2
II	Technical Proposal	4
III	Pricing Proposal	2

(c) *Separation of volumes.* All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

(d) *Representations, certifications, and other offeror statements (Volume I).* Volume I shall incorporate the other Volumes by reference, but shall not physically include them. It shall consist of:

(1) A fully executed Solicitation, Offer, and Award form required by Part I, Section A of this solicitation. It shall be used as the cover sheet (or first page) of each copy of Volume I;

(2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;

(3) Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal;

(4) Requests for any waivers of any solicitation provisions or contract clauses; and

(5) A summary of any exemptions from, or deviations to, any other solicitation requirements.

(e) *Technical Proposal (Volume II).* See WBR 1452.215-82.

(f) *Pricing Proposal (Volume III).* See WBR 1452.215-83. Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

L.4 1452.215-82 TECHNICAL PROPOSAL INSTRUCTIONS

JANUARY 1998

(a) *General.* The technical proposal shall be identified as Volume II of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be presented in a manner which allows it to "stand alone" without the need to reference other documents. It should convincingly describe the capability of the offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Part I, Section C of this solicitation. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines. It should be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal.

(b) *Use and Disclosure of Proposal Information.* In accordance with the *Use and Disclosure of Proposal Information -- Department of the Interior* provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified.

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The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) *Format and Content.* To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

(1) *Table of contents.* The Table of Contents shall list all sections of the technical proposal. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents;

(2) *Index.* The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;

(3) *Enclosures.* The enclosures shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;

(4) *Executive summary.* The Executive Summary shall include a brief discussion of how the required work will be performed and important highlights of the proposal.

(5) Management approach of the YDP. The discussion of the management approach shall:

(i) Contain detailed explanations of the offeror's approach to maintaining the YDP in a ready reserve condition, and maintaining the WQIC in an ~~or~~ operational status including preventive maintenance, operating procedures, and quality control.

(ii) Contain detailed explanations of the offeror's approach to phase-in operations and continuous successful operation and maintenance of the YDP.

(iii) Contain detailed explanations of the offeror's approach to maintaining the necessary documentation, libraries, and drawings vital to the successful future operations of the plant.

(iv) Contain detailed explanations of the offeror's approach to staffing YDP. Include the following information on personnel qualifications:

(aa) The identity of specific personnel to be assigned to perform the requirements contained in the work statement;

(bb) The names of specific key personnel to be assigned for direct work on the project and as direct technical supervisors including education, background and experience, accomplishments, and other pertinent information;

(cc) Any additional personnel required for full employment, subcontract, or consultation and the source from which they will be obtained;

(dd) A statement of assurance that the proposed additional personnel will be available for work on this contract; and

(ee) A list of alternate personnel sources to be utilized in the event proposed personnel are not available as planned (Include full resume by name of all additional personnel listed);

(6) The offerors' extent and depth of understanding of water treatment processes as related to the YDP. This discussion shall contain detailed explanations of the offeror's extent and depth of understanding of water treatment processes as related to the YDP.

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(7) The offeror's technical approach to be used in the day to day operation and maintenance of the facility, laboratory, and various other systems associated with the YDP. This discussion shall contain detailed explanation of the offeror's technical approach to be used in the day to day operation and maintenance of the facility, laboratory, and various other systems associated with the YDP.

(8) *Offeror Experience and Past Performance.* Provide a list of projects similar in scope and magnitude to the work required under this solicitation which the offeror has completed during the last 5 years. For each project, include:

- (i) Name of the project;
- (ii) Description of the work;
- (iii) Contract number, date and type;
- (iv) Name and address of the acquiring Government agency or commercial customer;
- (v) Initial contract amount and final contract amount;
- (vi) Any problems encountered in performance of the work and corrective action(s) taken; and

(vii) Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

(9) Utilization of Small Business Concerns for Subcontracting Opportunities Subcontracting Plan.

If firm commitments to subcontract exist, list the subcontractors by name. Otherwise, list the type of services to be subcontracted.

FAR 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns states in part; "The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance." If the offeror does not intend to subcontract, provide a detailed explanation why subcontracting would not result in efficient contract performance.

Certified HUBZone firms are listed on the SBA Pro-Net system at [www.sba.gov](http://www.sba.gov). Sufficient HUBZone firms may not be available for the type of requirements subcontracted. If there are insufficient HUBZone firms available at the time this proposal is submitted, please include explanation in the proposal. This will not relieve the goal for option periods. The prime is expected to make every effort to accomplish the goals as assigned.

Offerors shall also submit the following:

(a) Participation of Small Business in the Performance of this project:

(1) LARGE BUSINESS OFFERORS

a. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

b. Submit with your proposal, a subcontracting plan for this project.

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## (2) SMALL BUSINESS OFFERORS

a. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

b. State the extent of work you plan to subcontract to large business, HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

## (3) JOINT VENTURES

a. If you are submitting an offer as a joint-venture, identify for each member of your joint-venture whether the member is a large business, HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI; and the value in terms of dollar of the work to be performed by each member of your joint venture.

(b) Past Performance in Utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and HBCU/MI in previous contracts.

## (1) LARGE BUSINESS OFFERORS

a. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

b. Provide final SF294s "Subcontracting Report for Individual Contracts" on three most recently completed contracts or any other documentation showing compliance with the utilization of HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. Include the dollar value percentage of work (of total contract value) subcontracted to large business, HUBZone, SB, SDB, WOSB firms, and, if applicable, HBCU/MI for each.

c. Provide performance evaluation ratings obtained on implementation of subcontracting plans on three recently completed Federal contracts.

d. Provide information on existing or pending mentor-protégé agreements.

e. Provide information on use of Community Rehabilitation Programs organizations certified under the Javits Wagner O'Day (JWOD) Program by NISH or NIB.

## (2) SMALL BUSINESS OFFERORS

a. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD program, and, if applicable, HBCU/MI.

b. Provide a list of three most recently completed contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI for each.

c. Provide information on existing or pending mentor-protégé agreements.

d. Provide information on the use of Community Rehabilitation Programs certified under JWOD program by NIB or NISH.

(d) *Cost/Price Information.* To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

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L.5 1452.215-83 PRICING PROPOSAL INSTRUCTIONS

JANUARY 1998

(a) *General.* The pricing proposal shall be identified as Volume III of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with the technical approach(es) proposed in the technical proposal (Volume II). Offerors are hereby notified that even though cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

(b) *Use and Disclosure of Proposal Information.* In accordance with the *Use and Disclosure of Proposal Information -- Department of the Interior* provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) *Format and Content.* To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

(1) *Table of contents.* The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;

(2) *Index.* The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation;

(3) *Enclosures.* A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal.

(4) *Pricing proposal breakdown.* The offeror shall submit Section B of the contract Schedule (Part I of this solicitation) with its proposed total prices/costs for each contract line item for the base year and each option year. Additionally, on the Performance Requirements Summary identify for each required service the decrement percent the offeror proposes. The Government has provided for information purposes the government's estimated percentage. In addition, a total proposed price consisting of the sum of all contract line items (excluding options) shall be submitted. *Offerors are hereby notified that even though additional data to support proposed prices are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.*

(d) *Cost Information in Other Volumes.* No cost information shall be included in any other volume of a proposal unless required by paragraph (d) of the Technical Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(e) *Page Numbering.* All pages in the cost proposal should be consecutively numbered (including pages with tables and exhibits). The offeror shall clearly identify all exhibits and supporting information.

(f) *Rounding of Costs.* All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

L.6 1452.215-914 APPLICATION OF PERIOD FOR ACCEPTANCE OF OFFER

MARCH 2000

For purposes of establishing the acceptance period, the 60 calendar day offer acceptance period (unless a different period is inserted by the offeror) shall apply to the initial offer, if award is made without discussion. If negotiations are conducted, the 60 calendar day offer acceptance period (unless a different period is inserted by the offeror) shall apply to the final proposal revision and shall commence on the due date for receipt of final proposal revisions.



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L.7      1452.237-901      SITE VISIT APPOINTMENT SCHEDULING      NOVEMBER 1996

Offerors or bidders are urged to visit the site. Those bidders desiring to visit the site should notify the Contracting Officer by calling Mr. Edward West at 520-343-8138 between the hours of 7 a.m. and 4 p.m., Monday through % Friday. An organized site visit has been scheduled for Wednesday, May 23, 2001, at 8am, Room 120. Participants shall meet at the Yuma Area Office, 7301 Calle Agua Salada, Yuma AZ.

L.8      52.216-01      TYPE OF CONTRACT      APRIL 1984

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

L.9      52.233-02      SERVICE OF PROTEST (AUG 1996) DEVIATION      JULY 1996

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:  
% Contracting Officer, Bureau of Reclamation, **P.O. Box 61470 Boulder City, Nevada 89006-1470**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.10      52.252-05      AUTHORIZED DEVIATIONS IN PROVISIONS      APRIL 1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation and Bureau of Reclamation Supplement (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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**SECTION M -- EVALUATION FACTORS FOR AWARD****M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 1998**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

- % **1. Federal Acquisition Regulations - <http://www.arnet.gov/far/>**  
 % **2. Bureau of Reclamation - <http://www.usbr.gov/aamsden/rar.html>**

% The following **provisions** are hereby incorporated by reference:

Clause	Title	Date
52.217-05	Evaluation Of Options	July 1990

**M.2 1452.215-85 EVALUATION FACTORS FOR AWARD – QUALITY JANUARY 1998  
PREDOMINANCE**

(a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

(b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. The Contracting Officer reserves the right to make award to other than the technically-acceptable offeror with the lowest cost/price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost/price.

(c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs or prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

(d) The following factors and significant subfactors, will be considered in evaluating proposals and making the source selection:

[1] The offeror's overall approach to the management of the YDP.

The following subfactors (subfactor a is 3 times more important than subfactor b, and subfactors b, c, and d are of equal importance) will be evaluated under this factor:

a. The approach to maintaining the YDP in a ready reserve condition, and maintaining the WQIC in an ~~or~~ operational status including preventive maintenance, operating procedures, and quality control.

b. The offeror's approach to phase-in operations and continuous successful operation and maintenance of the YDP.

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c. The approach for maintaining the necessary documentation, libraries, and drawings vital to the successful future operations of the plant.

d. The approach to staffing YDP.

[2] The offeror's extent and depth of understanding of water treatment processes as related to the YDP.

[3] The technical approach to be used by the offeror in the day to day operation and maintenance of the facility, laboratory, and various other systems associated with the YDP.

[4] The offeror's experience over the last five years in operating and maintaining facilities of the same or similar complexity, type, and size. Similar types include water treatment facilities, sewage treatment plants, petrochemical plants and petroleum refineries.

[5] The offeror's past performance over the last five years for projects which are similar to the work to be performed under this solicitation will be evaluated. Higher weight will be given to the currency, relevance, timeliness, and quality of work (i.e., successful performance on similar projects). Offerors with no relevant past performance history or for whom past performance information is not available will receive scores of 50 percent of the evaluation weight for past performance.

[6] Utilization of Small Business Concerns for Subcontracting Opportunities will be evaluated [i.e. Commitments to Historically Underutilized Business Zone (HUBZone), Small Business (SB), Small Disadvantaged Business (SDB), Women-owned Small Business (WOSB), Veteran-owned Small Business (VOSB), and Historically Black College and University, or Minority Institution (HBCU/MI)].

The statutory Government wide goals for the total value of all prime contract awards per fiscal year are 1.5% to HUBZone, (increases by .5% each year to goal of 3% in 2003) 23% to SB, 5% to SDB, 5% to WOSB, 1% to VOSB, and 5% HBCU/MI. 15 USC 644. To achieve these goals, the Government will evaluate all offers on the basis of the extent to which offerors identify and commit to utilize HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI, as a joint venture in a teaming arrangement or as subcontractors.

The following subfactors will be evaluated:

(a) Participation of Small Business in the Performance of this project. The Government will evaluate a joint-venture as either a large business or small business based upon the value in terms of dollar of the work to be performed by each member of joint-venture.

(b) Past Performance in Utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and HBCU/MI in previous contracts.

**Ratings.** The Government will assign ratings to offers as follows:

(1) Outstanding:

a. LARGE BUSINESS OFFERORS - Offeror demonstrates outstanding past performance in utilizing HUBZone, SB, SDB, WOSB firms, and, if applicable, HBCU/MI. Examples of outstanding performance include but are not limited to: the offeror consistently exceeded previously established subcontracting goals, received widely recognized awards for achievement in support of small business, support for JWOD, or participated in a mentoring program. The proposed plan includes extensive efforts and firm commitments in subcontracting to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. The proposed plan may have some minor weaknesses which are clearly offset by related strengths.

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b. **SMALL BUSINESS OFFERORS** - Offeror demonstrates outstanding past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. Examples of outstanding performance include but are not limited to: the offeror consistently subcontracts to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI in lieu of large business concerns, received widely recognized awards for achievement in support of small business, JAWOD program or participated in a mentoring program as the mentor. The offeror plans extensive efforts and firm commitments to subcontract to HUBZONE, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI.

(2) Adequate:

a. **LARGE BUSINESS OFFERORS** - Offeror demonstrates satisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. An example of satisfactory performance is that the offeror met previously established subcontracting goals. The offeror proposes positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. The proposal may have some minor weaknesses. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

b. **SMALL BUSINESS OFFERORS** - Offeror demonstrates satisfactory past performance in utilizing HUBZONE, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. An example of satisfactory performance is that the offeror subcontracts to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. The offeror proposes positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB firms, JWOD organizations, and, if applicable, HBCU/MI. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

(3) Weak/deficient:

a. **LARGE BUSINESS OFFERORS** - Offeror has marginally satisfactory past performance in utilizing HUBZONE, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. An example of marginally satisfactory performance is that the contractor did not meet some previously established small business subcontracting goals and the explanation for the failure was not substantiated. The proposed plan does not include positive efforts and commitments in subcontracting to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. And, if applicable, the offeror's explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI is not substantiated.

b. **SMALL BUSINESS OFFERORS** - Offeror has marginally satisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. And, if applicable, the offeror's explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB firms, JAWOD organizations, and, if applicable, HBCU/MI is not substantiated.

(4) Poor/absent:

a. **LARGE BUSINESS OFFERORS** - Offeror has unsatisfactory past performance in utilizing HUBZONE, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. An example of unsatisfactory performance is that the contractor failed to meet established goals and provided no explanation for the failure. The proposed plan does not include efforts and commitments in subcontracting to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. And, the offeror's explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI is not substantiated.

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b. SMALL BUSINESS OFFERORS - Offeror has unsatisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI and has not provided an explanation as to why. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. And, the offeror's explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI is not substantiated.

[7] Total Price.

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows:

[1] The offeror's management approach to accomplish the work required under the solicitation is 30 percent of the total evaluation weight.

[2] The offeror's depth of understanding of water treatment processes as related to YDP is 10 percent of the total evaluation weight.

[3] The offeror's technical approach to be used in the day to day operation and maintenance of the facility, laboratory, and various other systems associated with the YDP is 20 percent of the total evaluation weight.

[4] The offeror's experience is 10 percent of the total evaluation weight.

[5] The offeror's past performance is 5 percent of the total evaluation weight.

[6] The offeror's subcontracting plan is 5 percent of the total evaluation weight.

[7] The offeror's proposed price is 20 percent of the total evaluation weight.

**Attachment One Under Section J**

PERFORMANCE REQUIREMENTS SUMMARY					
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE (MER) or PERFORMANCE REQUIREMENT (PR)	METHOD OF SURVEILLANCE	DEDUCTION PERCENT FOR UNACCEPTABLE PERFORMANCE	MAXIMUM PAYMENT PERCENT FOR MEETING THE PR
RS-1 Membrane Element Storage for 8.5-inch and 12-inch elements  Section 3.1.5	To prevent damage, membrane elements are kept wetted so they do not dry out during loading or unloading in pressure vessels, or during storage.  During handling, element's end caps and fiberglass shells are handled carefully to avoid damage by breakage.	MER = One occurrence of damage per base or any option year	Periodic Inspection	50% of monthly maximum payment amount for each occurrence in excess of the MER, (ie. deduction percent X each occurrence in excess of the MER X monthly maximum payment amount = the monthly deduction for the required service)	____% of the total monthly price of the Contract for base or any option year, (ie. maximum payment percent X total monthly price of the contract = monthly maximum payment amount).  (2% estimated)

Only the above performance requirements are subject to the deduction for unacceptable performance as the Government's first remedy of choice.  
 Remedies for nonperformance of all other services required under this contract will be in accordance with applicable clauses of this contract, e.g.  
 Inspection of Services, Default, etc.

PERFORMANCE REQUIREMENTS SUMMARY					
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE (MER) or PERFORMANCE REQUIREMENT (PR)	METHOD OF SURVEILLANCE	DEDUCTION PERCENT FOR UNACCEPTABLE PERFORMANCE	MAXIMUM PAYMENT PERCENT FOR MEETING THE PR
RS-2 Plant Operating Chemicals  Section 3.1.7	Chemicals as specified in 3.1.7 are available to maintain research tests and to provide plant potable and service water. No outage from lack of chemicals lasts more than two hours.	MER = Two occurrences per base or any option year that research tests are stopped or plant potable and service water are unavailable due to lack of plant operating chemicals	Periodic Inspection	25% of monthly maximum payment amount for each occurrence in excess of the MER, (ie. deduction percent X each occurrence in excess of the MER X monthly maximum payment amount = the monthly deduction for the required service)	____% of the total monthly price of the Contract for base or any option year, (ie. maximum payment percent X total monthly price of the contract = monthly maximum payment amount).  (4% estimated)

Only the above performance requirements are subject to the deduction for unacceptable performance as the Government's first remedy of choice.  
 Remedies for nonperformance of all other services required under this contract will be in accordance with applicable clauses of this contract, e.g.  
 Inspection of Services, Default, etc.

PERFORMANCE REQUIREMENTS SUMMARY					
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE (MER) or PERFORMANCE REQUIREMENT (PR)	METHOD OF SURVEILLANCE	DEDUCTION PERCENT FOR UNACCEPTABLE PERFORMANCE	MAXIMUM PAYMENT PERCENT FOR MEETING THE PR
RS-3 Breakdown or Failure Maintenance  Section 3.2.1	For systems that have redundancy, the down time for a breakdown or failure is no more than two hours for that system.	MER = One occurrence per month (for base or any option year)	Periodic Inspection  Customer Complaint	15% of monthly maximum payment amount for each occurrence in excess of the MER, (ie. deduction percent X each occurrence in excess of the MER X monthly maximum payment amount = the monthly deduction for the required service)	____% of the total monthly price of the Contract for base or any option year, (ie. maximum payment percent X total monthly price of the contract = monthly maximum payment amount).  (10% estimated)

Only the above performance requirements are subject to the deduction for unacceptable performance as the Government's first remedy of choice.  
 Remedies for nonperformance of all other services required under this contract will be in accordance with applicable clauses of this contract, e.g.  
 Inspection of Services, Default, etc.



PERFORMANCE REQUIREMENTS SUMMARY					
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE (MER) or PERFORMANCE REQUIREMENT (PR)	METHOD OF SURVEILLANCE	DEDUCTION PERCENT FOR UNACCEPTABLE PERFORMANCE	MAXIMUM PAYMENT PERCENT FOR MEETING THE PR
RS-4 Preventive Maintenance (PM) Program  Section 3.2.3	For equipment in a ready reserve condition, PM's are to be completed within 30 days after due date. For equipment in operation, PM's are to be completed within 720 running hours after due date.	PR=100% of PM's completed per standard per month (for base or any option year)  MER = 0%	Periodic Inspection	15% of monthly maximum payment amount for each occurrence in excess of the MER, (ie. deduction percent X each occurrence in excess of the MER X monthly maximum payment amount = the monthly deduction for the required service)	____% of the total monthly price of the Contract for base or any option year, (ie. maximum payment percent X total monthly price of the contract = monthly maximum payment amount).  (10% estimated)

Only the above performance requirements are subject to the deduction for unacceptable performance as the Government's first remedy of choice.  
 Remedies for nonperformance of all other services required under this contract will be in accordance with applicable clauses of this contract, e.g.  
 Inspection of Services, Default, etc.

PERFORMANCE REQUIREMENTS SUMMARY					
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE (MER) or PERFORMANCE REQUIREMENT (PR)	METHOD OF SURVEILLANCE	DEDUCTION PERCENT FOR UNACCEPTABLE PERFORMANCE	MAXIMUM PAYMENT PERCENT FOR MEETING THE PR
RS-5 Technical Information  Sections 3.7.1 and 3.7.2	Technical Information and Reports are delivered on schedule with acceptable content in accordance with Exhibit Four and 3.7.1 and 3.7.2	PR=100% completed per standard per month (for base or any option year)  MER = 0%	100% Inspection	10% of monthly maximum payment amount for each occurrence in excess of the MER, (ie. deduction percent X each occurrence in excess of the MER X monthly maximum payment amount = the monthly deduction for the required service)	____% of the total monthly price of the Contract for base or any option year, (ie. maximum payment percent X total monthly price of the contract = monthly maximum payment amount). (10% estimated)

Only the above performance requirements are subject to the deduction for unacceptable performance as the Government's first remedy of choice.  
 Remedies for nonperformance of all other services required under this contract will be in accordance with applicable clauses of this contract, e.g.  
 Inspection of Services, Default, etc.

PERFORMANCE REQUIREMENTS SUMMARY					
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE (MER) or PERFORMANCE REQUIREMENT (PR)	METHOD OF SURVEILLANCE	DEDUCTION PERCENT FOR UNACCEPTABLE PERFORMANCE	MAXIMUM PAYMENT PERCENT FOR MEETING THE PR
RS-6 Plant Technical Library  Section 3.7.3	Technical Library data, information, or literature is entered, filed, or shelved, within two weeks of receipt.	MER = One occurrence per month (for base or any option year)	Periodic Inspection  Customer Complaint	25% of monthly maximum payment amount for each occurrence in excess of the MER, (ie. deduction percent X each occurrence in excess of the MER X monthly maximum payment amount = the monthly deduction for the required service)	____% of the total monthly price of the Contract for base or any option year, (ie. maximum payment percent X total monthly price of the contract = monthly maximum payment amount).  (1% estimated)

Only the above performance requirements are subject to the deduction for unacceptable performance as the Government's first remedy of choice.  
 Remedies for nonperformance of all other services required under this contract will be in accordance with applicable clauses of this contract, e.g.  
 Inspection of Services, Default, etc.

and caretaker maintenance accomplishments, and utilizing the Mainsaver maintenance management software system.

The PM records and/or work orders shall be maintained in the equipment history file and shall include, as a minimum, the date, employee performing the work, work performed, and the staff hours required to perform the tasks. This information shall be available to the COR for quality assurance inspections during normal working hours.

In addition to scheduled inspections, the Contractor shall periodically evaluate the PM Program comparing it to equipment/system performance in order to identify problem areas. The Contractor shall analyze identified problems for possible improvements to operational procedures, process modifications, equipment modifications, and materials and maintenance techniques and report same to the Contracting Officer.

### **3.2.4 Work Requests for Government-Furnished Maintenance**

The Contractor shall request Government-furnished maintenance services, as described in section C.5, by submitting a completed Work Request, on Reclamation Form 7-2050, Work Request, that indicates the request priority.

### **3.2.5 Welding**

The Contractor shall prepare a certification procedure for welding aluminum bronze pipe utilizing the % American Society for Testing and Materials (ASME) Boiler and Pressure Vessel Code (**use the % standard in effect on the date of contract award**). The Contractor's procedures, proposed test method, sample/specimen test method, and a summary of the criteria constituting pass or fail for welder certifications shall be submitted to the CO for approval not later than 90 days after the Contract award.

Upon approval, the Contractor shall certify and have a minimum available of one person to perform welding on the high pressure (approximately 400 psi) aluminum bronze piping at the plant. A copy of the employee(s) welders' certification shall be submitted to the CO prior to welding being performed on the high pressure piping.

### **3.2.6 Cranes and Hoists**

The Contractor shall be responsible for the repair, periodic inspection, and weight-testing of YDP installed material handling equipment.

### **3.2.7 Unfired Pressure Vessels**

The Contractor shall conduct hydrostatic testing of unfired pressure vessels in accordance with % ASME procedures and requirements (**use the standard in effect at the time the testing occurs**).

to any claim for damage or additional compensation by reason of either the requirements of the safety standards or the stop work order. Failure of the CO to order discontinuance of any or all of the Contractor's operations shall not relieve the Contractor of responsibility for the safety of personnel and property.

### **3.5.1 Safety Records**

The Contractor shall maintain an accurate record of, and shall report immediately to the CO, all cases of death, occupational diseases, or injury to Contractor personnel or to the public requiring outside medical attention.

## **3.6 ACQUISITION**

### **3.6.1 Acquisition of Equipment, Supplies, Parts, Materials, Tools, Technical Services, and Equipment Rental**

The Contractor shall furnish equipment, supplies, parts, materials, tools, technical services, and equipment rental that do not exceed \$2,500 per order (with the exception of the Contractor-provided chemicals specified in 3.1.7 and vehicles and fuel specified in 3.9) and that are directly related to the % operations and maintenance of the YDP. **Existing stocks of equipment, supplies, parts, materials, % and tools that have been accrued under previous contracts will be furnished to the Contractor % upon award of the contract. As these stocks are consumed, the Contractor shall provide % replacements as specified in this paragraph.** The historic average cost for items covered under this paragraph is \$20,000 per month.

### **3.6.2 Government Acquisition**

The Government shall acquire all supplies and services needed to operate the YDP that are estimated to exceed \$2,500 (with the exception of the Contractor-provided chemicals specified in 3.1.7 and vehicles and fuel specified in 3.9) as well as items for MAXIMO, and accountable property.

When such items are required, the Contractor shall prepare a requisition using Procurement Desktop, include a statement justifying the need to purchase the item, and transmit the requisition to the COR for approval and Reclamation processing.

## **3.7 TECHNICAL INFORMATION**

### **3.7.1 Reports**

The Contractor shall prepare and maintain records of technical data and information including operations, maintenance, and equipment performance, and shall deliver to the Government for its use and dissemination such data and information therefrom. Unless specifically noted below, these reports shall be submitted within the negotiated time frame.

Reports shall be in sufficient detail to disclose and fully explain the objectives, performance, results, conclusions, and recommendations. Reports are not only used to document the various tasks

### 3.9.2 Fuel

Contractor shall provide fuel for all vehicles and plant support equipment, regardless of whether Government or Contractor-provided. Fueling on-site of all-terrain and golf-type service vehicles and other small gasoline-powered equipment can be accomplished by the Government-provided 100 gallon gasoline tank. Fueling of this tank is also the responsibility of the Contractor.

## C.4 GOVERNMENT-FURNISHED ITEMS AND SERVICES

The Contractor shall return Government equipment and property to the same location at which it was originally furnished to the Contractor under the contract. The Government shall provide, at no cost to the Contractor, equipment and services required in support of the work contained in this contract as described in the below paragraphs. ~~All hand tools are the responsibility of the contractor and will not be furnished or replaced by the Government.~~ **Existing stocks of equipment, supplies, parts, materials, and tools that have been accrued under the previous contracts will be furnished to the Contractor upon award of the contract. As these stocks are consumed, the Contractor shall provide replacements as specified in paragraph 3.6.1.**

In the event of a Government furnished equipment failure, the Contractor shall notify the COR within 24 hours to initiate a repair or replacement. The notification shall be verbal for minor equipment failures and shall be in writing for major failures. Minor equipment failures such as a computer monitor or and inoperable telephone shall not effect the Contractor's responsibility to perform work under this Contract. Failures of equipment in the critical areas of electrical power, potable or service water, HVAC, and sewer systems shall be addressed by the Government and Contractor on a case by case basis as to the effect to the Contractor's responsibility to perform work under this Contract.

### 4.1 OFFICE

The Government shall provide office space, office equipment, telephones, computers and associated peripherals, identification badges/cardkeys, computer terminals and IT support.

### 4.2 LABORATORY

The Government shall provide the analytical laboratory (Reference paragraph 3.4.2) including offices, office furniture, equipment, and laboratory benches.

### 4.3 EQUIPMENT

The Government shall provide installed plant equipment and support equipment including fork lifts, rail car mover, welders, test equipment, cranes, man lifts, and a 100 gallon trunk-mountable fuel tank to support the work for this contract. Rental of any additional equipment needed is described under paragraph 3.6.1.

### 4.4 UTILITIES

required time-frame, the services may be procured by the Contractor as described in paragraph 3.6.1.

## **5.5 WELLS**

- % **The Government is responsible for** all other maintenance normally associated with river operations and ground-water pumping, to include repair work on the salinity control canal, MODE II, radial gates, well DW-8, WQIC well, and the sample wells at the YDP and A-22 Waste Site.

## **5.6 ROADS AND CIVIL WORKS**

- % **The Government is responsible for** maintenance of roads, drainage ditches, parking areas, berms, embankments, sidewalks, grounds-keeping for landscaped areas, salinity control canals including check structures, perimeter fencing, septic tanks, and earthwork relating to berms, roads, curb embankments, and evaporation ponds.

## **5.7 OPERATIONS**

The Government will provide heavy equipment as well as operating personnel for cranes, backhoes, front end loaders, bulldozers, etc. which are not assigned to the Contractor or not covered under rental of equipment described under paragraph 3.6.1.

## **5.8 STRUCTURES**

- % **The Government is responsible for** maintenance and repairs to buildings that include plumbing, painting, welding, modifications, doors, windows, roofing, replacement/repair of carpets and flooring, wash rack, covered parking structures, emergency lighting, exit lighting, and attached lighting.

## **5.9 MAINTENANCE SHOPS AND CAR WASH**

Work related to Reclamation's maintenance shop and car wash facility shall be performed by Reclamation. This includes all structures, electrical and plumbing systems (except sewage lift station), utilities, and equipment.

## **5.10 ADMINISTRATION/DESALTING BUILDING ELECTRICAL**

The Government is responsible for the power distribution from the load side of the 700 ampere circuit breaker at distribution center (DCT) 07 00224 located at the south end of the process area to and including the power and communications equipment in the electrical equipment rooms 140 and 240; including the administrative area lighting (except bulb replacement), power distribution, laboratory power supplies, emergency lighting, exit lighting, and street lighting fed from the above mentioned electrical equipment rooms.

Reclamation is responsible for the equipment in the telephone equipment room 112 and the related battery and charging equipment; the power supplies from the Johnson 3000 uninterruptible power supplies distribution panel to the Information Resources Management computers in computer room 217; and for the adjacent lunch ramada from the load side of the breakers in the process area DCT 07 00226.

### **5.11 EXTERIOR LIGHTING**

The Government is responsible for the lighting in the covered parking areas, street lighting, and related timers that originate from the electrical equipment rooms 140 and 240, the warehouse, and Reclamation shop buildings.

### **5.12 WAREHOUSE**

The Government shall provide warehousing services for the YDP.

The Government is responsible for the warehouse electrical system from the load side bushings of the unit substation (USB) 13.8 kV to 480 V distribution transformer. This includes building lighting, emergency lighting, 240/120 V power distribution, fire alarm system, battery chargers, warehouse elevator/lifts, roll up doors, and power supplies to the HVAC systems.

### **5.13 PERMITS AND LICENSES**

The Government is responsible for obtaining the permits for aquifer protection, potable water, and sewage at the YDP and the A-22 Waste Site.

### **5.14 PLANT DATA**

% **The Government will provide existing plant data which** includes drawings, design summaries, manufacturer's literature, parts lists, catalogs, specifications, prior O & M Reports, test data, Government forms, operating procedures, PM program, name plate data, and existing training materials.

### **5.15 JOINT USE**

The following Government-provided facilities are used jointly by the Government and Contractor: lunch rooms, rest rooms/lockers, conference rooms, parking areas, and storage spaces.

### **5.16 ELECTRICAL TRANSMISSION LINE**

The 161 kV transmission line from Knob Substation, including the YDP 161 kV interrupters, disconnect switches and two 20 MVA, 161 to 13.8 kV transformers are maintained by a separate contract agreement with the Department of Energy, monitored and managed by Reclamation.



## **5.17 JANITORIAL AND GROUNDSKEEPING**

Reclamation shall provide janitorial services for the YDP building office areas; plant technical library; analytical laboratory; education center; lunch rooms; computer room; control room; elevators; lobby; conference rooms; rest rooms located in the: warehouse, test plant, switchyard, slaker building, and mechanical maintenance building offices; hallways; break area; test plant control room; office/laboratory; and Reclamation maintenance shops.

Reclamation shall provide housekeeping for lunch ramada, landscaped areas, (including irrigation system maintenance), parking lots, sidewalks, roads, fence lines, and Government storage areas.

## **C.6 APPLICABLE PUBLICATIONS, SOFTWARE AND FORMS**

Publications and forms that apply to the Performance-Based Statement of Work (PSOW) are listed below. The publications and forms have been designated as either mandatory or informational. The Contractor is obligated to follow those publications and use those forms designated as mandatory to the extent specified in other sections of the PSOW.

The Contractor shall be guided by those publications or use those forms as designated informational to the extent necessary to accomplish requirements in this PSOW.

All publications and forms listed shall either be provided by the Government at the start of the contract or the Government will provide instructions for obtaining or examining such documents.

### **6.1 PUBLICATIONS**

#### **6.1.1 Mandatory Publications**

American Society for Testing and Materials (ASME) Boiler and Pressure Vessel Code

EPA Handbook for Quality Control in Water and Waste Water Laboratories

#### **% Reclamation Safety and Health Standards (1993 Edition)**

Department of Transportation's 2000 North American Emergency Guidebook

#### **% Bureau of Reclamation Metric Manual (1978)**

Bureau of Reclamation Standards for layering of vectorized drawings